

REMARKS

Applicant respectfully requests reconsideration and allowance of the subject application.

Claims 1-26 were originally submitted.

Claims 27-71 were previously presented (added).

Claims 27-71 stand rejected in this Action.

Claims 1-26, 59-71 have been canceled without prejudice.

Claims 57 and 58 have been amended to correct an antecedent issue.

Claims 27-58 remain in this application.

35 U.S.C. §112

Claims 57 and 58 are rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 57 and 58 have been amended to correct the antecedent issue that the rejection is based on. In specific "said personal data" has been amended to recite "said user information data".

Accordingly, Applicant respectfully requests that the §112 rejection of claims 57 and 58 be withdrawn.

35 U.S.C. §102

Claims 44-50, 56, and 70 are rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,809,762 to Donnelly et al (Donnelly). Applicant respectfully traverses the rejection of the claims.

Donnelly describes a service to provide a package of selected photographs to a customer. The photographs are taken at a plurality of photographic sites. Payment for the package is arranged in advance and the customer is provided with an ID which is identified at each of the photographic sites. (See Abstract of Donnelly). The ID identifies the family (i.e., user) and the particular photographic package which will enable the family to have a predetermined number of photographs taken at various photographic sites within a defined area. (Donnelly col. 4, lines 12-16).

At automatic photo machines (i.e., photographic sites), the customer is provided the ability to approve or disapprove the photograph (i.e., image). If a particular photograph is disapproved, the photo machine will automatically sequence to take a new photograph until customer approval is indicated by a touch screen or pushbutton input. (Donnelly col. 5, lines 5-10). Furthermore, at each of the photographic sites, or at the completion of the maximum number of photograph sites where all of the pre-selected number of photographs have been taken, the customer may view the taken photographs and decide whether or not they are acceptable. If a photograph is not acceptable, the photograph can be retaken at the photographic site. (Donnelly col. 6, lines 41-48).

Independent claim 44 recites in part "receiving user registration data describing personal details of a said user" and "wherein an action of activating capture of an image automatically creates a contract for the supply of said image".

1 Donnelly fails to teach or disclose the method of claim 44. Donnelly
2 teaches the use of an ID that is presented at various photographic sites; however,
3 there is no teaching that the ID of Donnelly includes "personal details of a said
4 user" as recited in claim 44. The ID described in Donnelly merely identifies the
5 family or user. In other words, Donnelly fails to teach or disclose the element
6 "receiving user registration data describing personal details of a said user" as
7 recited in claim 44.

8 Donnelly describes an additional act performed by the user in the selection
9 of photographs or images. Donnelly teaches that once a photograph or an image is
10 taken ("taking the image" being the "action of activating capture of an image"),
11 the user still must decide whether the photograph or photographs are acceptable
12 and which photographs will be delivered or supplied (i.e., printed and sent to the
13 user). In contrast, what is recited in claim 44 is "wherein an action of activating
14 capture of an image automatically creates a contract for the supply of said image".
15 Donnelly fails to teach or disclose this element, since Donnelly requires the
16 additional act of choosing images prior to the images being supplied.

17 Accordingly, Donnelly does not show every element of claim 44, and the
18 rejection of claim 44 is therefore improper. Accordingly, Applicant respectfully
19 requests that the §102 rejection of claim 44 be withdrawn.

20 Claims 45-50 are allowable based at the least on their dependency on claim
21 44. Accordingly, Applicant respectfully requests that the §102 rejection of claims
22 45-50 be withdrawn.

23 Independent claim 56 recites in part "wherein activation of said camera to
24 capture said image automatically creates a contract for the supply of said image".
25

1 As discussed above, Donnelly describes the additional act of a user in
2 deciding whether the photograph or photographs are acceptable and which
3 photographs will be delivered after the photograph or image is captured. What is
4 recited in claim 56 is "activation of said camera to capture said image
5 automatically creates a contract for the supply of said image" which is not taught
6 or disclosed by Donnelly.

7 Accordingly, Donnelly does not show every element of claim 56, and the
8 rejection of claim 56 is therefore improper. Accordingly, Applicant respectfully
9 requests that the §102 rejection of claim 56 be withdrawn.

10 Claim 70 is canceled without prejudice.

11
12 **35 U.S.C. §103**

13 Claims 27-37, 39, and 41-43 are rejected under 35 U.S.C. §103(a) as being
14 unpatentable over Donnelly in view of U.S. Patent No. 6,513,015 to Ogasawara
15 (Ogasawara), in view of U.S. Patent No. 5,587,740 to Brennan (Brennan).
16 Applicant respectfully traverses the rejection of the claims.

17 Independent claim 27 recites in part "an activation device for activating
18 said camera device to capture a said photographic image data ...wherein ... an
19 action of said activation device activating said camera to capture an image
20 automatically creates a contract for the supply of said image".

21 Donnelly fails to teach or suggest the camera installation of claim 27. As
22 discussed above, Donnelly describes an additional act to be performed by a user in
23 the selection of photographs or images. Donnelly teaches that once a photograph
24 or an image is taken ("taking the image" being the "action of activating capture of
25 an image"), the user still must decide whether the photograph or photographs are

1 acceptable and which photographs will be delivered (i.e., printed and sent to the
2 user). Claim 27 recites the element "wherein ... an action of said activation
3 device activating said camera to capture an image automatically creates a contract
4 for the supply of said image". Donnelly fails to teach or suggest this element.
5 When an image is captured, a contract is automatically created to supply the
6 image, without the need to have the user perform a selection or decide whether the
7 image is to be supplied or not supplied.

8 Ogasawara is cited for teaching a "smartcard like identification card that
9 causes a photograph of the user to be automatically captured"; however,
10 Ogasawara provides no assistance in light of Donnelly as to the camera installation
11 of claim 27. Ogasawara does not teach or suggest the elements of claim 27 and
12 does not help.

13 Brennan is cited for teaching "the ability to purchase and be photographed
14 at a single location"; however, Brennan provides no assistance in light of Donnelly
15 as to the camera installation of claim 27. Brennan does not teach or suggest the
16 elements of claim 27 and does not help.

17 Accordingly, a combination of Donnelly, Ogasawara, and Brennan is
18 improper. Accordingly, Applicant respectfully requests that the §103 rejection of
19 claim 27 be withdrawn.

20 Claims 28-37, 39, and 41 are allowable based at the least on their
21 dependency on claim 27. Accordingly, Applicant respectfully requests that the
22 §103 rejection of claims 28-37, 39, and 41 be withdrawn.

23 Independent claim 42 recites in part "an action of activating said camera
24 to capture an image automatically creates a contract for the supply of said image,
25 by said at least one service provider computer entity".

1 Donnelly fails to teach or suggest the photographic system of claim 27. As
2 discussed above, Donnelly describes an additional act to be performed by a user in
3 the selection of photographs or images.

4 Ogasawara is cited for teaching a "smartcard like identification card that
5 causes a photograph of the user to be automatically captured"; however,
6 Ogasawara provides no assistance in light of Donnelly as to the photographic
7 system of claim 27. Ogasawara does not teach or suggest the elements of claim 27
8 and does not help.

9 Brennan is cited for teaching "the ability to purchase and be photographed
10 at a single location"; however, Brennan provides no assistance in light of Donnelly
11 as to the photographic system of claim 27. Brennan does not teach or suggest the
12 elements of claim 27 and does not help.

13 Accordingly, a combination of Donnelly, Ogasawara, and Brennan is
14 improper. Accordingly, Applicant respectfully requests that the §103 rejection of
15 claim 42 be withdrawn.

16 Claim 43 is allowable based at the least on its dependency on claim 42.
17 Accordingly, Applicant respectfully requests that the §103 rejection of claim 43 be
18 withdrawn.

19 Claim 38 is rejected under 35 U.S.C. §103(a) as being unpatentable over
20 Donnelly in view of Ogasawara, in view of Brennan, and further view of U.S.
21 Patent No. 6,369,908 to Frey et al (Frey). Applicant respectfully traverses the
22 rejection of the claim.

23 Claim 38 depends from claim 27, and therefore include the element of "an
24 activation device for activating said camera device to capture a said photographic
25 image data ...wherein ..., an action of said activation device activating said camera

1 to capture an image automatically creates a contract for the supply of said image”.

2 As discussed in support of claim 27, Donnelly in view of Ogasawara, in view of
3 Brennan does not teach this element.

4 Frey is cited for teaching a “photo kiosk in which a user can add textual
5 messages to a captured image via keyboard or touch screen monitor”; however,
6 Frey provides no assistance in light of Donnelly, Ogasawara, and Brennan as to
7 the camera installation of claim 38. Frey does not teach or suggest the elements of
8 claim 27 and does not help. Accordingly, a combination of Donnelly, Ogasawara,
9 Brennan, and Frey is improper. Accordingly, Applicant respectfully requests that
10 the §103 rejection of claim 38 be withdrawn.

11 Claim 40 is rejected under 35 U.S.C. §103(a) as being unpatentable over
12 Donnelly in view of Ogasawara, in view of Brennan, and further view of
13 Examiner’s Official Notice. Applicant respectfully traverses the rejection of the
14 claim.

15 Claims 40 depends from claim 27, and therefore includes the element of
16 “an activation device for activating said camera device to capture a said
17 photographic image data ...wherein ... an action of said activation device
18 activating said camera to capture an image automatically creates a contract for the
19 supply of said image”. As discussed in support of claim 27, Donnelly in view of
20 Ogasawara, in view of Brennan does not teach this element.

21 “Official Notice is taken regarding the knowledge that waterproof camera
22 housings are often used when cameras are employed in outdoor environments”;
23 however, the Official Notice provides no assistance in light of Donnelly,
24 Ogasawara, and Brennan as to the camera installation of claim 40, and particularly
25 the elements of claim 27 and does not help.

1 Accordingly, a combination of Donnelly, Ogasawara, Brennan, and Official
2 Notice is improper. Accordingly, Applicant respectfully requests that the §103
3 rejection of claim 40 be withdrawn.

4 Claims 52, 54 and 55 are rejected under 35 U.S.C. §103(a) as being
5 unpatentable over Donnelly in view of U.S. Patent No. 6,608,563 to Weston et al
6 (Weston). Applicant respectfully traverses the rejection of the claims.

7 Claims 52, 54, and 55 depend from claim 44, and therefore include the
8 elements "receiving user registration data describing personal details of a said
9 user" and "wherein an action of activating capture of an image automatically
10 creates a contract for the supply of said image".

11 Donnelly fails to teach or suggest the method of claims 52, 54, and 55.
12 Donnelly teaches the use of an ID presented at various photographic sites;
13 however, there is no teaching that the ID of Donnelly includes "personal details of
14 a said user". The ID described in Donnelly merely identifies the family or user.
15 Furthermore, Donnelly teaches an additional step to be performed by a user in the
16 selection of photographs or images. Donnelly teaches that once a photograph or
17 an image is taken ("taking the image" being the "action of activating capture of an
18 image"), the user still must decide whether the photograph or photographs are
19 acceptable and which photographs will be delivered or supplied (i.e., printed and
20 sent to the user).

21 Weston is cited for teaching "a system for automated photo capture and
22 retrieval in which the photographic image captured comprises a sequence of video
23 images"; however, Weston provides no assistance in light of Donnelly, as to the
24 method of claims 52, 54, and 55. Weston does not teach or suggest the elements
25 of claim 44 and does not help. Accordingly, a combination of Donnelly and

1 Weston is improper. Accordingly, Applicant respectfully requests that the §103
2 rejection of claims 52, 54, and 55 be withdrawn.

3 Claim 53 is rejected under 35 U.S.C. 103(a) as being unpatentable over
4 Donnelly in view of Frey. Applicant respectfully traverses the rejection of the
5 claim.

6 Claim 53 depends from claim 44, and therefore includes the elements
7 "receiving user registration data describing personal details of a said user" and
8 "wherein an action of activating capture of an image automatically creates a
9 contract for the supply of said image".

10 Donnelly fails to teach or suggest the method of claim 53. As discussed
11 above, Donnelly teaches the use of an ID presented at various photographic sites;
12 however, there is no teaching that the ID of Donnelly includes "personal details of
13 a said user". Furthermore, as discussed above, Donnelly teaches that once a
14 photograph or an image is taken ("taking the image" being the "action of
15 activating capture of an image"), the user still must decide whether the photograph
16 or photographs are acceptable and which photographs will be delivered or
17 supplied (i.e., printed and sent to the user).

18 Frey is cited for teaching "a system for automated photo capture in which
19 personalized message data from the user can be collected and superimposed on the
20 image"; however, Frey provides no assistance in light of Donnelly, as to the
21 method of claim 53. Weston does not teach or suggest the elements of claim 44
22 and does not help. Accordingly, a combination of Donnelly and Weston is
23 improper. Accordingly, Applicant respectfully requests that the §103 rejection of
24 claim 53 be withdrawn.
25

1 Claims 51, 57, and 58 are rejected under 35 U.S.C. §103(a) as being
2 unpatentable over Donnelly in view of Ogasawara. Applicant respectfully
3 traverses the rejection of the claims.

4 Claims 51, 57, and 58 depend from claim 44, and therefore include the
5 elements "receiving user registration data describing personal details of a said
6 user" and "wherein an action of activating capture of an image automatically
7 creates a contract for the supply of said image".

8 Donnelly fails to teach or suggest the method of claims 51, 57, and 58.
9 Donnelly teaches the use of an ID presented at various photographic sites;
10 however, there is no teaching that the ID of Donnelly includes "personal details of
11 a said user". The ID described in Donnelly merely identifies the family or user.
12 Furthermore, Donnelly teaches an additional step to be performed by a user in the
13 selection of photographs or images. Donnelly teaches that once a photograph or
14 an image is taken ("taking the image" being the "action of activating capture of an
15 image"), the user still must decide whether the photograph or photographs are
16 acceptable and which photographs will be delivered or supplied (i.e., printed and
17 sent to the user).

18 Ogasawara is cited for teaching "a hand held computer entity device that
19 causes a photograph of the user to be automatically captured"; however,
20 Ogasawara provides no assistance in light of Donnelly, as to the method of claims
21 51, 57, and 58. Ogasawara does not teach or suggest the elements of claim 44 and
22 does not help. Accordingly, a combination of Donnelly and Ogasawara is
23 improper. Accordingly, Applicant respectfully requests that the §103 rejection of
24 claims 51, 57, and 58 be withdrawn.
25

1 Claims 59 and 61-66 are rejected under 35 U.S.C. §103(a) as being
2 unpatentable over Donnelly in view of Ogasawara, in further view of Frey.

3 **Claims 59 and 61-66** are canceled without prejudice.

4 Claims 67 and 68 are rejected under 35 U.S.C. §103(a) as being
5 unpatentable over Donnelly in view of Ogasawara, in view of Frey, in further view
6 of Weston.

7 **Claims 67 and 68** are canceled without prejudice.

8 Claims 60 and 69 are rejected under 35 U.S.C. §103(a) as being
9 unpatentable over Donnelly in view of Ogasawara, in view of Frey, in further view
10 of U.S. Patent No. 6,813,608 to Baranowski (Baranowski).

11 **Claims 60 and 69** are canceled without prejudice.

12 Claim 71 is rejected under 35 U.S.C. §103(a) as being unpatentable over
13 Donnelly in view of Baranowski.

14 **Claim 71** is canceled without prejudice.
15
16
17
18
19
20
21
22
23
24
25

CONCLUSION

1 All pending claims 27-58 are in condition for allowance. Applicant
2 respectfully requests reconsideration and prompt issuance of the subject
3 application. If any issues remain that prevent issuance of this application, the
4 Examiner is urged to contact the undersigned attorney before issuing a subsequent
5 Action.
6

Respectfully Submitted,

Dated: 8/17/05By: 

Emmanuel A. Rivera
Reg. No. 45,760
(509) 324-9256